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Attorneys for Plaintiff Commerce Bank

In the matter of:

JOSEPH DiBLASI and KRYSTYNA  
DiBLASI;

Debtors.

COMMERCE BANK, N.A.,

Plaintiff,

vs.

JOSEPH DiBLASI and KRYSTYNA  
DiBLASI,

Defendants.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Case No. 07-28891  
Hon. Donald H. Steckroch  
Chapter 13

Adv. Pro.

**COMPLAINT TO ENFORCE THE  
EXTENT AND VALIDITY OF  
PLAINTIFF'S LIEN**

Plaintiff, Commerce Bank, N.A., a national bankruptcy institution located at 500 Shrewsbury Avenue, Tinton Falls, New Jersey, by way of Complaint against the Debtor/Defendants, says as follows:

**JURISDICTION**

This Adversary Proceeding is being brought in connection with the Debtor/Defendant's case under Chapter 13 of the United States Bankruptcy Code, now pending before this Court. This Court has jurisdiction over this Adversary Proceeding pursuant to 11 U.S.C. §523(a)(4) and §523(a)(6). This is a core proceeding as defined by 28 U.S.C. §157(b)(2)(I).

**FIRST COUNT**

1. Commerce Bank, N.A. ("Commerce") entered into a business relationship with Tomae Construction Corp. ("Tomae"). Debtor Joseph DiBlasi was a principal of Tomae and upon information and belief, a 50% owner with Robert Reiss.

2. On June 18, 2003, Commerce entered into a Promissory Note ("Note") with Tomae in the principal amount of \$500,000.00. A copy of the Promissory Note is annexed hereto as **Exhibit A**.

3. Tomae failed to make payments pursuant to the Note and is in default thereof.

4. Having been put on notice of the default, a complaint was filed in the state court seeking the full outstanding amount on the Note, which at the time of the filing of the complaint was \$368,810.87, plus interest of \$19,015.69 (which includes interest on the unpaid principal as of the date of filing of the Complaint of \$10,346.11 plus prejudgment interest of \$8,669.58 on the principal balance from April 2, 2007, the date of filing of the complaint until August 23, 2007 at the prejudgment interest rate of 6%), late fees of \$5,173.31, and legal costs and fees of \$7,077.50, for a total amount of \$400,077.37.

5. In order to further secure the Plaintiff, the Debtor Joseph DiBlasi executed a Mortgage, a copy of which is annexed hereto as **Exhibit B**. This Mortgage is for property located at 445 David Terrace, Union, New Jersey (Block 2718, Lot 10).

6. Commerce has received no funds from any party to satisfy the terms and conditions of the judgment.

WHEREFORE, Plaintiff demands judgment in favor of the Plaintiff and against the Debtors declaring Plaintiff's Mortgage to be a valid lien on the Debtor's property in the amount of \$400,077.37 and such other and further relief as is just and proper under the circumstances.

ANSELL ZARO GRIMM & AARON

BY: /s/ James G. Aaron  
JAMES G. AARON

DATED: March 12, 2008